

Partner Program

These terms are applicable to existing partners that are not yet migrated to PartnerStack Platform

Introduction

1. General Provisions

1.1 This Partner Program (this “Program”) governs the engagement between the Company and its Partners. Unless otherwise provided in this Program, Capitalized terms used herein shall have the definitions given to them in the Company’s [Terms of Service](#) (the “Terms”).

1.2 A “Partner” is a Person who signed up to and accepted this Program, for the purpose of either (a) referring potential Customers to the Company for such potential Customers to contract with the Company to receive Services and become Customers, (b) referring potential Partners to the Company for the purposes of joining this Program and becoming Partners, or and/or (c) distributing or reselling Subscriptions. A Partner who engages in an activity described in clauses (a) and/or (b) shall be referred to as a “Referring Partner”), and a Partner who engages in the activities described in clause (c) shall be referred to as a “Reselling Partner”. A Partner may be both a Referring Partner and a Reselling Partner.

1.3 The provisions Sections 2 and 38 through 42 of the Terms shall apply to this Program (mutatis mutandis) and are incorporated herein by reference.

2. Partner Onboarding Process

2.1 A Person wishing to become a Partner must apply to the Company via the means of communications designated by the Company from time to time, indicating their consent to the terms of this Program.

2.2 By applying to become a Partner, the applicant confirms that they wish to become a Partner for the purposes of carrying out one or more of the activities set forth in the definition of “Partner”.

2.3 The Company will review applications to become Partners and may approve or reject each application, at its sole and absolute discretion. The Company will notify applicants whose applications are approved by email.

2.4 Each Partner will receive one accessWidget standard License to be used for the Partner’s main website, free of charge, for as long as it remains a Partner; provided, however, that if a Partner is inactive (at the Company’s sole discretion), the Company may terminate such License and/or prescribe terms for maintaining or reinstating such License. Such License is subject in all respects to the provisions of the Terms.

3. User Account

A Person wishing to become a Partner is required to register and create (or update) an active User Account. The provisions of Section 7 of the Terms shall apply to such User Account.

Scope of Partnerships

4. Referral of Potential Customers

4.1 A Referring Partner shall refer a potential Customer to the Company by adding such potential Customer to the Partner’s User Account as a “child account”. The Company may prevent the registration of, or delete, a

Customer's "child account" from a Partner's User Account, if such Customer is not a "Referred Customer" of such Partner or if this Program or the Terms otherwise prohibit such Customer (or potential Customer) from being a Customer.

A "Referred Customer" is any Customer that: (a) was not a Customer or a Partner at any time prior to it being referred to the Company by the Referring Partner, (b) acquired a Subscription for use on its Customer Website directly and solely as a result of the Referring Partner's marketing and promotional activities, and (c) is not prohibited from being a Customer pursuant to the provisions of the Terms or this Program. A Referred Customer that cancels its Subscription during the Refund Period shall not be deemed a "Referred Customer".

4.2 Subject to the Referring Partner's compliance with the terms of this Program and the Terms, the Company shall either (a) pay the Referring Partner a commission, as specified in an applicable order form to be signed between the parties, from the Subscription Fees actually received by Company from such Referred Customer for the first twelve (12) months of Subscription Fees of each Referred Customer of such Referring Partner ("Referral Commission"), or (b) apply a discount to the Company's Subscription Fees (as specified in an applicable order form to be signed between the parties) of each Referred Customer of such Referring Partner ("Referral Discount"). With respect to each Referred Customer, a Referring Partner shall elect whether to receive a Referral Commission or apply a Referral Discount at the time of adding the potential Customer to the Partner's User Account as a "child account".

4.3 A Partner shall repay the Company any Referral Commissions paid to it in excess of the amount of Referral Commissions due to such Partner hereunder

(“Excess Amounts”), including in the event the Company elects (at its sole and absolute discretion) to refund Subscription Fees (or any part thereof) to a Referred Customer or to cease collection of any Subscription Fees (or any part thereof) from a Referred Customer. The Company may set off any Excess Amounts from any other amounts owed by the Company to a Partner.

5. Referral of Potential Partners

5.1 A Referring Partner shall refer potential Partners to the Company by adding such potential Partners to the Partner’s User Account as a “referred partner”. The Company may prevent the registration of, or delete, a referred partners “child account” from a Partner’s User Account, if such referred partner is not a “Referred Partner” of such Partner or if this Program otherwise prohibit such Person from being a Partner.

A “Referred Partner” is any Partner that: (a) was not a Partner or a Customer at any time prior to it being referred to the Company by the Referring Partner, (b) applied to join this Program directly and solely as a result of the Referring Partner’s marketing and promotional activities, (c) is accepted to this Program by the Company, and (d) is not prohibited from being a Partner under this Program or a Customer under the Terms.

5.2 Subject to a Referring Partner’s compliance with the terms of this Program and the Terms, the Company shall pay the Referring Partner a one-time payment of USD 500 per each Referred Partner (a “Partner Referral Fee”), provided that such Referred Partner has generated at least USD 490 in revenues to the Company.

6. Resale of Subscriptions

6.1 A Reselling Partner has the limited, revocable, non-exclusive right to promote, market, advertise, sell, and distribute Services.

6.2 A Reselling Partner may not appoint sub-resellers unless the Company explicitly approves such appointment in writing. If the Company approves such appointment, the Reselling Partner shall be responsible for ensuring that each such sub-reseller adheres to all provisions of this Program. Each Reselling Partner will remain liable for any action or inaction of any sub-reseller that would have been a violation of the provisions of this Program had such action or inaction been that of the Reselling Partner.

6.3 Upon reselling a Subscription to any Person (a “Resale Customer”), the Reselling Partner shall cause such Resale Customer to agree in writing to be bound by terms of service substantially similar to the Terms, including with respect to use by the Company of personal information of users of such Service (the “Resale Terms”). Regardless of whether a Reselling Partner complies with the provisions of the preceding sentence, a Reselling Partner shall be fully liable and responsible for each of its Resale Customers’ full compliance with the provision of the Terms as if such Resale Customer accepted the Terms and was a Customer.

6.4 With the Company’s prior written consent (which may contain conditions), a Reselling Partner may “white label” the Services by customizing graphic elements of the Services’ interface (e.g., by adding the Reseller’s logo or color scheme).

6.5. Subject to the Reselling Partner’s compliance with the terms of this Program and the Terms, the Company shall sell Subscriptions to the Reselling Partner for resale to Resale Customers at a discount rate as specified in an applicable order form to be signed between the parties on the Company’s

Subscription Fees (as published on the Company Website, as may be changed from time to time). Other than such discount and any other benefit explicitly referred to in this Program, the Company shall not be required to pay or grant Reselling Partners any additional compensation or benefit.

7. accessScan White-labelling

With the Company's prior written consent (which may contain conditions), a Partner may "white label" accessScan and/or accessScan reports. If the Company permits such "white-labeling", the Partner must adopt terms of use vis-à-vis its customers that are separate from the Terms or the Resale Terms (as applicable), which contain provisions substantially similar to the provisions set forth in the Terms as relate to accessScan and/or accessScan reports, including with respect to use by the Company of personal information of users of such Service ("accessScan Terms of Use"). Regardless of whether a Partner complies with the provisions of the preceding sentence, a Partner shall be fully liable and responsible for each of its Referred Customers' or Resale Customers' (as applicable) full compliance with the provision of the Terms as if such Customer or Resale Customer (as applicable) accepted the Terms and was a Customer. The Company shall not be responsible for any claims, losses, expenses, and/or damages incurred by a Partner and/or any third party as a result of using the white-labeled accessScan and/or accessScan's reports.

Partners' Obligations

8. Business Practices

8.1 Each Partner agrees and undertakes (a) to comply with good business practices, and all laws and regulations relevant to this Program and the

performance of its obligations hereunder, including in relation to privacy and data protection, notifying data subjects of any applicable rights and obtaining consent where required (b) to conduct its business in a manner that favourably reflects upon the Company and the Services, (c) without limiting the foregoing, not to engage in any deceptive, misleading or unethical practices that are or might be detrimental to the Company and/or the Services, and (d) to not enter into any contracts or commitments on behalf of the Company.

8.2 Each Partner will: (a) bear all costs and expenses related to its activities as a Partner, including marketing of the Services, (b) perform its obligations under this Program and the Terms in accordance with applicable industry standards and in compliance with all applicable laws, rules and regulations, including obtaining any licenses required to perform in accordance herewith, (c) adhere to the provisions of the **Prohibited Activity and Improper Conduct Policy**.

8.3 If a Partner submits another Person's information to the Company, including by way of creating a User Account, such Partner represents and warrants that it has full and unrestricted authority and permission to provide such information to the Company.

9. Marketing Practices

9.1 In their marketing efforts, Partners will use the then-current names used by the Company for the Services (but will not represent or imply that the Partner is the Company or is affiliated with the Company).

9.2 Partners shall not use, and shall withdraw and retract, any promotion or advertising that is in violation of applicable law, or in breach of the terms of this Program.

9.3 Partners shall not make any warranties or representations regarding the Company Services beyond those explicitly provided or approved in writing by the Company.

10. Confidentiality

Each Partner shall keep in strict confidence, and shall not use for any purpose whatsoever, any and all information, in any form whatsoever, relating, in any way, to the Company, the Services, know-how, technology and any other intellectual property rights the Company may have (“**Confidential Information**”), other than as required for performing its obligations under this Program, and shall not disclose or use in an unauthorized manner any Confidential Information, other than to a Partners’ employees on a need-to-know basis and after such employees agree in writing to be bound by the terms and conditions of this Program, and provided that a Partner shall bear full responsibility for any harm caused to the Company by any disclosure to such employees or by such employees.

Intellectual Property

11. Limited Rights to Use Trademarks

Without derogating from the intellectual property provisions of the Terms and of this Program, Partners are granted a limited license to use the Company’s trademarks and trade names in connection with performing their obligations hereunder. The Company may, at any time and at its sole and absolute

discretion, limit, condition or revoke the right to use of its trademarks and trade names.

12. Protection of Intellectual Property Rights

Partners shall fully cooperate with the Company in protecting the rights of the Company in the Services, including the Company's Confidential Information and intellectual property rights, and in enforcing the Company's rights and remedies in respect thereto. Without limiting the foregoing, a Partner shall notify the Company promptly in the event that it becomes aware of any infringement of such Company rights. The Company shall exclusively have the right, in its sole discretion, to prosecute lawsuits against any party for infringement of the rights of the Company in the Services, its Confidential Information or intellectual property rights, and Partners agree to fully cooperate with the Company in the prosecution of any such suit.

Payments

13. Payment Providers

The Company may make and collect payments to and from Partners through Payment Providers. The Company's current Payment Provider is [Stripe](#).

14. Company Payments to Referring Partners

14.1 The Company calculates and determines Referral Commissions and Partner Referral Fees (jointly, "Company Payments") once per calendar month, with respect to the preceding calendar month. Company Payments are processed and paid once per calendar month ("Payment Period"). If applicable, Company Payments will only be made against issuance by the Partner to the Company of an invoice. The Company shall not process or pay

a Referring Partner Company Payments that amount to less than USD 50, and any such unpaid amount will roll over to the next calendar month until the amounts of all accrued Company Payments to such Referring Partner exceed USD 50.

14.2 Notwithstanding anything to the contrary herein, the Company shall not pay any amounts that are generated as a result of any acts which are in breach of the terms of this Program or the Terms.

14.3 The [Stripe Recipient Agreement](#) applies to the Company's payment and the Referring Partner's receipt of Company Payments via Stripe. To receive Company Payments, Referring Partners will be directed to the Stripe Connect platform, where they will be required to provide accurate and complete information about themselves and their business (which may include identification information, contact information and payment information). Each Referring Partner authorizes the Company to share such information related to them and their applicable Company Payments with Stripe. A Referring Partner must ensure that the payment information provided by it is accurate and up to date. By becoming a Partner and registering a User Account, each Partner agrees to the [Stripe Recipient Agreement](#).

14.4 Each Referring Partner is responsible for all applicable Taxes that arise from any Company Payments paid out to them.

15. Reselling Partner Payments

15.1 Sections 20-22 of the Terms shall govern payment of any amounts by Reselling Partners to the Company.

15.2 If a Reselling Partner provides the Company (or a Payment Provider) with payment or credit card details of another party (including a Resale

Customer), such Reselling Partner represents and warrants that it is fully empowered and authorized to register such other party's payment method for processing the Subscription Fees.

Liability

16. Limitation of Liability

16.1 THE MARKETING, DISTRIBUTION, AND RESALE OF SERVICES IS AT PARTNERS' SOLE RISK. THE SERVICES AND THE COMPANY CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, SERVICE PROVIDERS, LICENSORS, AND AGENTS, SUCCESSOR AND ASSIGNS (EACH, A "COMPANY PARTY") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, NO COMPANY PARTY PROVIDES ANY WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES AND THE COMPANY CONTENT WILL MEET PARTNERS' OR CUSTOMERS' REQUIREMENTS, NEEDS OR PREFERENCES, OR ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, UNINTERRUPTED, TIMELY, SECURE, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR

THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, OR THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE COMPLETE, ACCURATE OR RELIABLE.

16.2 NO COMPANY PARTY WILL BE LIABLE TO ANY PARTNER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, OR DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM (A) THE USE OR THE INABILITY TO USE THE SERVICES AND/OR THE COMPANY CONTENT; (B) THE TERMS AND THIS PROGRAM; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMERS' TRANSMISSIONS OR DATA, OR (D) ANY OTHER MATTER RELATING TO THE SERVICES AND THE COMPANY CONTENT. IN NO EVENT WILL THE COMPANY PARTIES' TOTAL LIABILITY TO A PARTNER FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT SUCH PARTNER HAS RECEIVED FROM THE COMPANY (IN THE CASE OF A REFERRING PARTNER) OR PAID TO THE COMPANY (IN THE CASE OF A RESELLING PARTNER) DURING THE SIX (6) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY, IF AT ALL, OR, IF GREATER, FIFTY DOLLARS (\$50). SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF

THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO CERTAIN PARTNERS OR BE ENFORCEABLE WITH RESPECT THERETO.

17. Indemnification of Company by Partners

Each Partner shall defend, indemnify, and hold harmless each Company Party from and against any claims or contentions (a) arising out of or relating to such Partner's violation of these Terms, (b) brought against the Company by a Resale Customer, and (c) arising out of the use of white-labelled accessScan and/or accessScan reports. The Company will provide the applicable Partner notice of any such claim or contentions. The Company reserves the right to assume the exclusive defense and control of any claims or contentions, and Partners agree to cooperate with any reasonable requests assisting the Company's defense thereof. A Partner may not settle or compromise any claims or contentions without the Company's prior written consent.

Termination

18. Termination for Convenience

Each Partner and the Company may terminate a Partner's participation in this Program at any time, for any reason, effective immediately upon notice.

19. Termination for Cause

If a Partner breaches the terms of this Program or of the Terms, as determined by the Company in its sole discretion, then the Company may: (a) terminate such Partner's participation in this Program; (b) suspend a Partner's User Account; and/or (c) terminate such Partner's access and use of any Service, including any applicable Subscription.

20. Effect of Termination

20.1 Upon termination of a Partner's participation in this Program, such Partner will (a) cease to have all rights granted to such Partner under this Program (other than as explicitly provided herein), (b) cease using any trademarks, trade names, service marks and other designations of the Company, (c) cease promoting the Services, including through any media, links and documents, and (d) promptly return to the Company all Confidential Information and other documentation provided to it by the Company; provided however that other than if the circumstances set forth in Section 19 exist at or prior to the time of termination, such Partner shall be entitled to continue and receive Company Payments for earned by it until the date of termination.

20.2 The Company shall have no obligation whatsoever to a Partner, by reason of the expiration or termination of this Program, for loss of profits or anticipated profits, reimbursement of expenditures or otherwise.

Contact Us

If you have any questions or concerns about this Program, please contact us via email at support@accessibe.com